

RESTRICTIVE  
INDORSEMENT

Change of Address, phone number, email

Online at [www.americanexpress.com/updatecontactinfo](http://www.americanexpress.com/updatecontactinfo)

For name, company name, and foreign address or phone changes, please call Customer Care

Please do not add any written communication or address change on this stub

By: Yuri - JACOUTO, Agent

For: YURI JACOUTO, Principal

Pay on  
demand.

Payable to  
Bearer.

Without recourse

**Pay Your Invoice with AutoPay**

Deduct your payment from your bank account automatically each month.

- Avoid late fees
- Save time

Visit [americanexpress.com/autopay](http://americanexpress.com/autopay) today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit [www.americanexpress.com/privacy](http://www.americanexpress.com/privacy).

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**NON-NEGOTIABLE**

Notice to Agent is Notice to Principal – Notice to Principal is Notice to Agent

Yuri-Jacintho: Couto Authorized Representative for  
YURI J COUTO and all derivatives thereof

Without Prejudice  
NON-DOMESTIC, Without the United States  
c/o RFD 9302 N 28th St  
Tampa, Florida Republic

12 September 2023

AMERICAN EXPRESS  
Attn Remittance Processing  
20500 Belshaw Ave  
Carson, CA 90746

Reference Account Number [REDACTED] 41009

To whom it may concern,

Thank you very much for sending me the statement that contains the positive deposit of the securities I deposited into this account.

Please transfer the positive value of this bearer security to the principal to set-off the account and bring it down to zero. If I missed a step that will hold the security from being properly processed, please contact me via email at: [yuric96@yahoo.ca](mailto:yuric96@yahoo.ca).

Note: The indorsed payment coupon that is included in this mailing ***is the check*** for payment. **Please contact a supervisor/trustee for clarification on how to process this security instrument if needed.**

I would like to say how pleased I am being a member with your bank. This is the best service I have ever received from any banking institution in the decades that I have been a consumer.

Thank you very much.

Sincerely,




Yuri-Jacintho: Couto, agent, without recourse

Reference Loan Number: [REDACTED] 41009

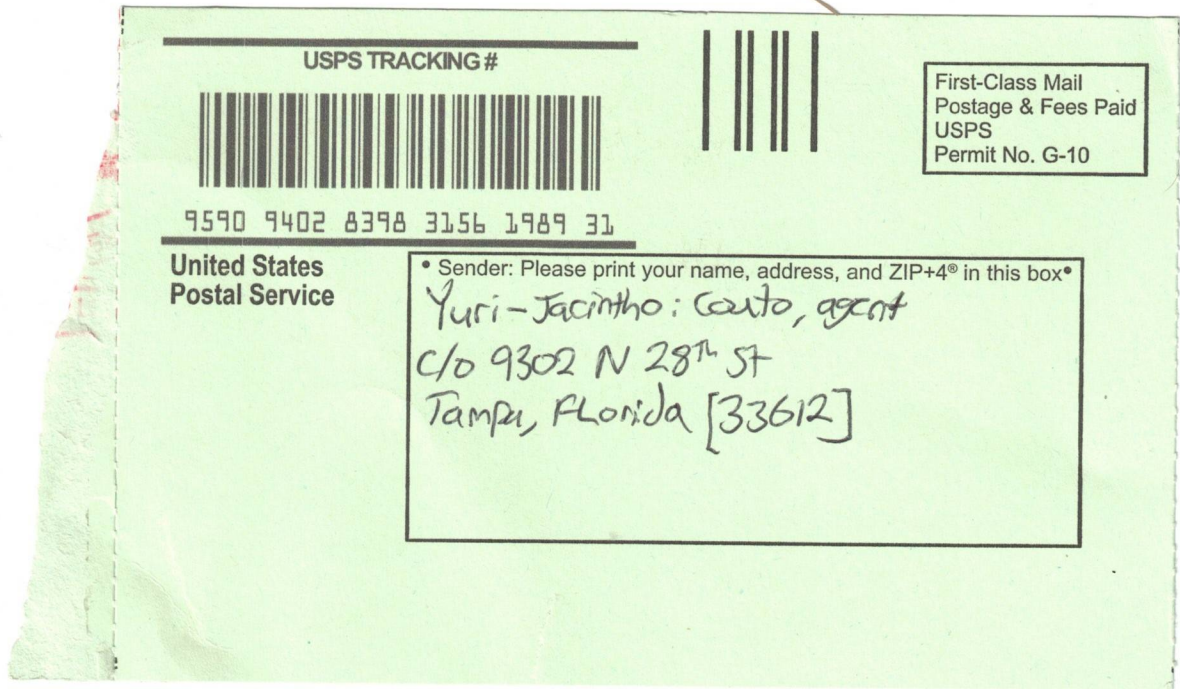
Document Number: YJC41009-DISINST1



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>American Express Attn: Remittance Dept 20500 Belshaw Ave Carson, CA 90746</p>  <p>9590 9402 8398 3156 1989 31</p> <p>2. Article Number (Transfer from service label) RE 268 809 763 US</p>		<p>A. Signature X Exela</p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>		<p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt







## American Express® Personal Loans

PERSONAL  
LOANS

p. 1/3

EXHIBIT P-16

YURI J COUTO

Invoice Date 07/14/23

Next Invoice Date 08/15/23

Loan Account Ending 0-41009

## Payment Information

**Outstanding Loan Balance** **\$25,683.12****Monthly Payment Due** **\$2,605.08**

Includes the past due amount of \$1,944.06 plus Fees.

**Payment Due Date** **08/09/23****Late Payment Warning:** If we do not receive your Monthly Payment Due by the Payment Due Date, you may have to pay a late fee of \$39.00.

ACCEPTED

## Account Summary

Previous Outstanding Loan Balance \$25,454.00

Payments/Credits -\$0.00

Loan Disbursements +\$0.00

Interest Charges +\$190.12

Fees +\$39.00

**Outstanding Loan Balance** **\$25,683.12****Monthly Payment Due** **\$2,605.08**

Original Loan Amount \$25,000.00

## Important Messages

See page 2 for important information about your Loan Account.

Your Loan Account is past due.

To pay your loan in full, you must pay the Outstanding Loan Balance by the Payment Due Date shown above. However, you will still be responsible for paying any additional charges, including additional interest and Fees, that you may have incurred but have not yet been added to your Outstanding Loan Balance.

As a reminder, you can update your personal details and Loan Account information by accessing your online account at [americanexpress.com](http://americanexpress.com) or by calling Customer Care at 1-844-273-1384.

## Customer Care

**Customer Care & Billing Inquiries** 1-844-273-1384  
International Collect 1-928-427-5126  
**Large Print & Braille Loan Invoices** 1-844-273-1384

## Hearing Impaired

Online chat at [americanexpress.com](http://americanexpress.com) or use  
Relay dial 711 and 1-844-273-1384

**Customer Care & Billing Inquiries**  
P.O. BOX 981535  
EL PASO, TX  
79998-1535

**Payments**  
PO BOX 96001  
LOS ANGELES CA  
90096-8000

Payable to bearer.

Yuri Couto, beneficiary

Please fold on the perforation below, detach and return with your payment



## Payment Coupon

Do not staple or use paper clips



## Pay by Computer

[americanexpress.com/pbc](http://americanexpress.com/pbc)

## Pay by Phone

1-844-273-1384

Loan Account Ending 0-41009

-- 01 000019 44820 E 1 A9US99



YURI J COUTO  
9302 N 28TH ST  
TAMPA FL 33612

\* Enter 15 digit Loan Account # on all payments.  
Make check payable to American Express.

Payment Due Date  
**08/09/23**

Outstanding Loan Balance  
**\$25,683.12**

Monthly Payment Due  
**\$2,605.08**

**\$25,683.12**  
Amount Enclosed

See reverse side for instructions  
on how to update your address,  
phone number, or email.

AMERICAN EXPRESS  
PO BOX 96001  
LOS ANGELES CA 90096-8000



0000349993105699037 002568312000260508 11 H



**Payments:** Your payment must be sent to the payment address shown on your loan invoice and must be received by 5:00 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5:00 p.m. will not be credited to your Loan Account until the next day. Payments must also: (1) include the remittance coupon from your loan invoice; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Loan Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid. \* You can find your full Loan Account number in your Loan Agreement, a copy of which is located in the Document Center in your American Express online account.

**Permission for Electronic Withdrawal:** (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your deposit or other asset account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited to your Loan Account until the next day.

**Prepayment:** If you pay off your Outstanding Loan Balance early, you will not have to pay a penalty and you may be entitled to a refund of part of the finance charge. You are responsible for paying any additional charges, including late fees, that may have been incurred but are not reflected in your Outstanding Loan Balance for this Payment Due Date.

**Monthly Payment Due:** Pay this amount to keep your Loan Account current. This is the monthly Scheduled Payment Amount plus any applicable Fees and past due amounts. If you incur any additional interest, that amount will be included in your final Monthly Payment Due.

**Credit Balance:** A credit balance (designated CR) shown on this loan invoice represents money owed to you. If you have a credit balance on your Loan Account after you repay your loan in full, we will send you a check for the credit balance within 60 days if the amount of the credit balance is \$1.00 or more.

**Credit Reporting:** We may report information about your Loan Account to credit bureaus. Late payments, missed payments, or other defaults on your Loan Account may be reflected in your credit report.

**EFT Error Resolution Notice:** In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-844-273-1384 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay. You may also write us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso TX 79998-1531, or contact online at [www.americanexpress.com/inquirycenter](http://www.americanexpress.com/inquirycenter) as soon as you can, if you think your loan invoice or receipt is wrong or if you need more information about a transfer on the loan invoice or receipt. We must hear from you no later than 60 days after we sent you the FIRST loan invoice on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

EXHIBIT P-16

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**Please do not add any written communication or address change on this stub**

*Yuri J. Couto*

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- Save time

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**NON-NEGOTIABLE**

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# CLAIM NOTICE

Yuri-Jacintho Couto Authorized Representative for  
YURI J COUTO and all derivatives thereof

Without Prejudice  
NON-DOMESTIC, Without the United States  
c/o RFD 9302 N 28th St  
Tampa, Florida Republic

16 October 2023

AMERICAN EXPRESS ADR

Attn: Legal Department Head and Christophe Le Caillec, Chief Financial Officer  
c/o: CT Corporation System  
28 Liberty Street  
New York, New York 10005

Reference Credit Card Account: [REDACTED] 21009

Reference Loan Account: [REDACTED] 41009

Definitions:

“Fraud-Block” – Any system, embedded in or being utilized by a credit card account, that seeks to inhibit, stop, block, or otherwise restrict a transaction for its size, frequency, recipient, sender, or otherwise, coming from an account holder, that would be deemed by the system as a possible fraudulent act or assumed criminal activity.

“Payment” – Satisfaction of a debt in coin of the realm. Hettrick Mfg. Co. v. Barish, 120 Misc.Rep. 673, 199 N.Y.S. 755, 760. The performance of an agreement. A discharge of an obligation or debt. Hattrem v. Burdick, 138 Or. 660, 6 P.2d 18,19

“Racketeering” -

**Racketeering.** An organized conspiracy to commit the crimes of extortion or coercion, or attempts to commit extortion or coercion. From the standpoint of extortion, it is the obtaining of money or property from another, without his consent, induced by the wrongful use of force or fear. The fear which consti-

To whom it may concern,

I understand American Express is committed to resolving its customers' disputes in a fair and efficient manner. Pursuant to this end, this document's purpose is to notify you of my dispute and claim.

If the dispute is not resolved to my satisfaction within three business days after delivery of this notice, I may submit the dispute to the American Arbitration Association or JAMs for mediation within 30 days after sending the notice, or I may submit the dispute for arbitration or litigation.

YURI COUTO

Personal Loan Account: [REDACTED] 41009

Account Holder

Credit Card Account: [REDACTED] 921009

813-846-2395

Telephone number

\_\_\_\_\_  
Additional contact number (optional)

Billing Address: c/o 9302 N 28<sup>th</sup> St, Tampa, Florida [33612]

**In the space below, is a brief description of the nature of my dispute and attached are any supporting documents. If necessary, please see the reverse side.**

This Notice of Claim is for breach of contract by American Express National Bank (the "Bank") regarding both referenced accounts.

The Bank has received verified delivery of indorsed coupon payment instruments (attachment 1.1-2) with instructions for tender (attachment 2.1-2) informing the Bank that the Principal wishes to utilize its Interest and Equity in the accounts for set-off. Account set-offs have not yet occurred despite multiple notices made to the Bank stating Principal's requested fiduciary action. The Bank has refused to accept and honor Principal's decision to utilize its interest and equity to settle the accounts, and has demanded further payments of unearned interest to the Bank (attachment 3).

The Account Holder (the "Principal") is the payee and holder in due course of the instruments the Bank received on 8/16/23 (9589071052700715989673) and 9/15/23 (RE268809763US). The Bank has failed in its fiduciary duty to perform as instructed for the Principal's accounts.

Furthermore, the Bank has canceled or closed the Principal's credit card account in a further breach of trust and equity, cutting off Principal's access to its rightful equity and interest in that account, without Principal's authorization. This caused me great distress mentally, emotionally, and physically by not having access to my Principal's estate, which I was supposed to be responsibly managing and in full control of at all times. The Bank has

Document Number: YJC4121NOC



not only cancelled the account, but has outright refused Principal's prior requests to reinstate the account (attachment 4).

Bank's refusal to grant the Principal rightful access and utilization of its consideration in the contract indicates a violation of Federal Reserve Act ("FRA") Section 23A(c), which states Bank must maintain 100 per centum of the amount of their extensions of credit to affiliates as security collateral at all times. Violations of said act shall constitute Civil Money Penalties as outlined by Section 29 of the FRA, which include penalties of **up to 1% of the Bank's total assets per business day** of occurrence of the Bank's breach of fiduciary duty, which would be payable to the Treasury.

**Following is a brief description of the relief that I seek from American Express:**

I am making final request to American Express to apply my interest coupons to the referenced accounts immediately for set-off in full, and to reinstate full operation of my Principal's credit card account immediately, without any credit limit whatsoever, or with at minimum a \$300 Million (three hundred million dollars) credit limit, with maximum cash advance capability (up to 100% cash advance utilization, deliverable by wire transfer or other electronic means directly to Principal's bank account of choice within one business day of request) pursuant to the Cardmember Agreement (attachment 5). American Express shall accept and promptly process all past and future indorsed bill coupon payments, without delays. No transaction size limits or fraud-blocks shall be placed on the credit card account. After reinstatement, any future cancellation or closing of the account shall be done only with the express authorization of the Principal in writing.

If all of this relief is delivered as described and immediately, I would be willing to refrain from further claims on the federal reserve notes (out of pocket cash) that have been paid on the account all these years as extra unearned interest to the Bank, which is in fact due to the Principal and should be returned in full with interest. I would also be willing to overlook any and all Bank violations of the Federal Reserve Act which can bring Civil Money Penalties of up to 1% of the Bank's total assets per business day of occurrence.

All that is asked in return is the Bank's cooperation in providing full relief as herein described in the name of Justice.

By: Couto, Yuri-Jacintho \ Agent

For: YURI COUTO \ Principal  
without recourse, all rights reserved.